

1. The former license was validated by serving one year satisfactorily under that license and is still valid, and
2. The most recent three years of active service have been rated satisfactory, and
3. A vacancy in the school, district or city exists in the former license.

A pedagogue whose application to return to a former license is approved will be placed at the next reorganization in a vacant position in the same school or program in which he/she is serving. If no such vacancy exists he/she will be placed in a vacancy in the same community school district or superintendency. If no vacancy exists in the community school district or superintendency, the Division of Human Resources will place the pedagogue in a vacancy in the City.

For the purpose of this provision, a vacancy is defined as an unencumbered position, an anticipated vacancy, or a position currently held by a substitute.

A pedagogue who returns to a former license must serve a minimum of two school years in the license before being eligible to apply again under this provision.

A pedagogue who reverts to a license in an agreed-upon shortage area pursuant to this provision has the right to return to the license from which he/she reverted after at least two years of service in the shortage area.

H. New Arts Licenses

In consequence of the creation of pre-kindergarten - grade 12 licenses for art, dance, vocal music and orchestral music ("the new arts licenses") the following is agreed upon with respect to contractual implementation for teachers impacted by the new arts licenses:

1. Teachers who have completed probation in any license and are also state certified in a specific arts area and have taught for three years satisfactorily in the specific arts area will be grandfathered into the new license for all contractual purposes; however, for completion of probation in the new arts licenses, a teacher must serve one year under the new arts license.

2. Appointed teachers who have taught satisfactorily for three years in a specific arts area but who do not currently hold state certification in the specific arts area and who commit to an education plan to achieve state certification by September 1, 2005 will be considered for seniority purposes with licensed probationary teachers in the specific arts area. However, for completion of probation in the new arts licenses, the teacher must serve one year under the new arts license.

3. Teachers serving under any of the four new arts licenses may transfer pursuant to Article 18A only within the level (elementary, middle/junior high school or high school) in which they completed probation in the new arts license.

4. Upon their request, Article 17C (Appointment to New Program, License or Title) shall apply to teachers who are displaced by the establishment of the new licenses.

ARTICLE SIX HOURS

A. School Day

1. The following shall apply except as set forth in Article 6B below:
 - a. The school day for teachers serving in the schools shall be six hours and 20 minutes and such additional time as provided for below and in the by-laws. The gross

annual salary of employees covered by this Agreement will be increased in accordance with the salary schedules herein.

b. The parties agreed, effective February, 2006, to extend the teacher work day in “non Extended Time Schools” by an additional 37 ½ minutes per day, Monday through Thursday following student dismissal. Friday’s work schedule is 6 hours and 20 minutes. The 37 ½ minutes of the extended four (4) days per week shall be used for tutorials, test preparation and/or small group instruction and will have a teacher to student ratio of no more than one to ten. In single session schools, the day will start no earlier than 8:00 a.m. and end no later than 3:45 p.m.

c. Multi-session schools that cannot utilize the additional time in this manner due to space or scheduling limitations will have a 6 hour 50 minute day.

d. In District 75 buildings and District 75 self-contained classes in other school sites, the school day will be 6 hours and 50 minutes unless the principal and chapter leader agree to schedule the time as set forth in paragraph 2 above; however, in this event the teacher to student ratio will be no more than 1 to 5. Non-District 75 self contained classrooms shall have either a (a) 6 hour and 50 minute day; (b) a 6 hour and 57 ½ minute day Monday through Thursday and 6 hour and 20 minute day on Friday; or (c) if the time is utilized as set forth in paragraph 2 above the teacher to student ratio should be no more than one to five.

e. Existing faculty and grade conference time should be used for professional development.

f. On professional development days, the school day shall be 6 hours and 50 minutes.

2. Expedited Appeal Regarding Group Size

In order to ensure that the maximum number of students is not exceeded there will be an expedited arbitration procedure to allow the UFT to seek both a cease and desist order as well as monetary penalties for exceeding the small group instruction size limit. The procedure is set forth in Article 22B6 and 22G.

B. Pilot Workday

1. Detailed below are the terms for a two (2) year pilot to occur during the 2014-2015 and 2015-2016 school years only. Should the parties wish to continue this model, they must agree in writing to do so by May 15, 2016. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6A.

a. Default Workday Configuration for Teachers:

Unless modified through a School-Based Option (“SBO”) pursuant to Article 8B, the following shall apply to Teachers in Single Session Schools:

(1) The school day shall be 6 hours and 20 minutes Monday through Friday.

(2) On Mondays and Tuesdays, the day shall start no earlier than 8:00 a.m. and end no later than 4:00 p.m. The parties have agreed to repurpose the one hundred fifty (150) minutes per week of extended time and all faculty and grade conference time be used instead as follows:

(a) On Mondays when school is in session there will be an 80-minute block of Professional Development immediately following the conclusion of the school day. Professional Development shall be collaboratively developed by a school based committee as set forth below in section b of this section B(1). If less than the entire 80-

minute period is taken up by Professional Development activities, then the time will be utilized for Other Professional Work as set forth below.

(b) On Tuesdays when school is in session there will be a 75-minute block immediately following the conclusion of the school day that consists of 40-minutes for Parent Engagement activities as set forth below in section c of this section B(1), immediately followed by a 35 minute block of time for Other Professional Work as set forth section d of this section B(1). If less than the entire 40-minute block of time is taken up by Parent Engagement activities, then the time will be utilized for Other Professional Work as set forth Section D of this Article.

(c) On Wednesday through Friday, the day shall begin no earlier than 8:00 a.m. and end no later than 3:45 p.m.

(d) On citywide professional development days the workday shall be 6 hours and 50 minutes.

b. Professional Development:

Each school (and program functioning as a school) shall form a School-Based Staff Development Committee (“SDC”). Such committee will include the Chapter Leader and consist of equal number of members selected by the Chapter Leader and the Principal, respectively. The SDC shall collaboratively review, consider and develop the school-based professional development that is offered during the Professional Development block to be relevant to all participating staff-members, supportive of pedagogical practices and programs at the school and reasonable to prepare and complete during the Professional Development block. The Principal shall review the SDC’s work but shall have final approval of Professional Development.

School and District and Functional Chapter Based Staff Development Committees, as described below and in corresponding agreements, shall each meet during the last clerical half day scheduled in June and/or a portion of the time during the workdays prior to the start of the instructional year when students are not in attendance, to begin their work regarding the following school year’s professional development. In addition, each may choose to also meet to continue their work during times when Other Professional Work, as defined herein, is appropriate.

It is recognized by the parties that some Professional Development activities will be appropriate for all staff and some will be most relevant to certain groups of staff members. Accordingly, schools are encouraged, where appropriate, to include differentiated professional development activities for groups or titles, including functional chapters, that is aligned to the groups’ or titles’ roles.

c. Parent Engagement:

Appropriate activities for the 40-minute Parent Engagement block are: face-to face meetings (individual or group) with parents or guardians; telephone conversations with parents or guardians; written correspondence including email with parents or guardians; creating newsletters; creating content for school/class websites and/or answering machines; preparing student report cards; preparing student progress reports; Meetings with parents of English Language Learners (as per Commissioner’s Regulations part 154); and preparing for any of the Parent Engagement activities listed herein. Teachers shall select from the activities listed to engage in during these blocks of time unless otherwise directed by the principal to another activity specified herein.

d. Other Professional Work:

Appropriate Other Professional Work for any period of time, during these specified blocks, during which Parent Engagement and/or Professional Development activities are not taking place are: collaborative planning; Lesson Study; Inquiry and review of student work; Measures of Student Learning (“MOSL”) related work; IEP related work (excluding IEP meetings); work with or related to computer systems/data entry; preparing and grading student assessments; mentoring; as well as responsibilities related to teacher leader duties for all individuals in Teacher Leadership Positions. Teachers can choose from the listed activities over the course of the year. Principals can direct teachers to an activity on the list “on as needed basis” to improve class instruction and meet the needs of the school as outlined by the Comprehensive Education Plan. In addition to the activities listed here, a teacher or a group of teachers may propose additional activities that may include working with a student or students for any portion of the school year, which requires approval by the principal. In addition, as provided for in section b of this section B(1), an SDC may choose to also meet to continue its work during times when Other Professional Work is appropriate.

There will be one (1) or two (2) periods of time during the school year, based upon a school’s MOSL selections, one in the Fall and one in the Spring, each of which shall be a minimum of six (6) weeks in duration, that will be designated as “MOSL windows” for the entire school district by the DOE. The six (6) week time periods need not be consecutive weeks. During these “MOSL windows” teachers shall be permitted to devote as much time as necessary during the entire Parent Engagement periods of time to perform MOSL related work. Should teachers not have the need to do MOSL related work during the MOSL window, they shall engage in either Parent Engagement or Other Professional Work as set forth herein.

e. Evening Parent-Teacher Conferences:

(1) The two (2) existing afternoon Parent-Teacher Conferences shall be unchanged.

(2) The two (2) existing evening Parent-Teacher Conferences shall be unchanged except that they shall each be three (3) hours long.

(3) There shall be two (2) additional evening Parent-Teacher Conferences. Each additional conference shall be three (3) hours long. Such conference time, together with a portion of the Tuesday activities block, shall replace all existing faculty and grade/department conferences as designated in the By-Laws and collective bargaining agreement.

(4) The four (4) evening Parent-Teacher Conferences shall be held in September, November, March and May, respectively on dates to be determined by the Board (DOE). All conferences shall begin no earlier than 4:30 p.m. and end no later than 8:00 p.m.

(5) The September conference shall not be a traditional Parent-Teacher Conference but rather used for an alternative event using one of the following formats as determined by the school Principal and Chapter Leader in consultation with the School Leadership Team (“SLT”): Curriculum Night; Meet the Staff Night; Common Core or other training for Parents Night, or another non-traditional format mutually agreed upon by the Principal and Chapter Leader in consultation with the SLT. Should the principal and Chapter Leader not agree on a format, the default format for the September Conference shall be “Meet the Staff” night. It is understood that in schools which had previously

exchanged faculty conference time for an evening event, those events are subsumed within the four (4) evening Parent-Teacher Conferences.

(6) All existing rules, regulations and procedures regarding Parent Teacher Conferences continue to apply unless specifically modified herein.

f. School-Based Options (“SBO”):

In addition to the above described default schedule, the following configurations of the workday shall be approved by the President of the UFT and Chancellor if the other requirements of the SBO process as set forth in Article 8B of this Agreement. The start and end time of the work day shall be specified in each of the SBOs.

(1) 100/55 Option:

(a) The school day shall be 6 hours and 20 minutes.

(b) On Monday, the day shall begin no earlier than 8:00 a.m. and end no later than 4:00 p.m. On Tuesday through Friday the day shall begin no earlier than 8 a.m. and end no later than 3:45 p.m.

(c) On Monday there shall be a 100-minute Professional Development period immediately following the end of the school day. If less than the entire 100-minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.

(d) On Tuesday there shall be a 55-minute block for Parent Engagement. If less than the entire 55-minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work.

(2) 80/40/35 Option:

(a) The school day shall be 6 hours and 20 minutes.

(b) On Monday, the day shall begin no earlier than 8:00 a.m. and end no later than 4:00 p.m. On Tuesday through Friday the day shall begin no earlier than 8:00 a.m. and end no later than 3:45 p.m.

(c) On Monday there shall be an 80-minute Professional Development period immediately following the end of the school day. If less than the entire 80-minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.

(d) On Tuesday there shall be a 40-minute block for Parent Engagement immediately following the end of the school day. If less than the entire 40-minute period is taken up by Parent Engagement Activities, then the time shall be utilized for Other Professional Work.

(e) On Thursday immediately following the end of the school day, there shall be 35-minute period to be used for Other Professional Work.

Consistent with the contractual requirements, other SBO configurations voted on by schools shall be considered.

2. The following shall apply to multi-session, District 75 and District 79 Schools only, for the duration of the pilot and, if continued, thereafter:

a. The parties both understand and agree that staff in multi-session and Districts 75 and 79 schools need and deserve support and professional development and that such schools would also benefit from additional parent engagement opportunities. Each school should have an opportunity to address those needs within its unique scheduling and programmatic structures. Accordingly, the default workday and workday configuration, including faculty and grade/department conferences, for multi-session and

Districts 75 and 79 Schools remains as set forth in the 2007-2009 collective bargaining agreements.

b. Each multi-session school and each District 75 and 79 school shall form a School-Based Staff Development Committee (“SDC”), in accordance with the parameters outlined for such Committees in the Single Session Schools section above. In addition to the duties of a SDC in a single session school, multi-session and District 75 and 79 SDCs shall discuss potential SBOs for the configuration of time appropriate to the scheduling needs of those schools so as to provide for appropriate blocks of time to be used for Professional Development, Parent Engagement, and Other Professional Work. The UFT and the DOE agree to consider any such proposed SBO in light of the individual school’s scheduling and programmatic needs.

c. There shall also be Central District 75 and District 79 SDCs consisting of an equal number of members selected by the applicable UFT District Representative and the District Superintendent, which shall address specific professional development and scheduling needs in District 75 and 79, respectively.

d. The parties agree to discuss and develop mutually agreeable SBO options for multi-session, District 75 and District 79 schools.

C. Work Year

1. All teachers shall report to their schools to begin work on the Tuesday following Labor Day, and will have a professional day on Brooklyn-Queens Day. The Tuesday following Labor Day may be an instructional day. Teachers shall be in attendance on duty thereafter on all days of the school year except for the last two weekdays of the month of June. The official school year calendar shall provide a one week February mid-winter recess which includes Washington’s Birthday, without reducing the number of instructional days for students. In no event, however, shall the number of days worked in any school year under this work calendar be fewer than the number of days teachers would have worked had they reported, as before, on the Friday after Labor Day and worked through the last weekday in June.

2. Emergency Closings

a. The Board of Education (“DOE”) and UFT recognize that due to emergency conditions (including, but not limited to snow closings) there may be situations where the DOE may fall short of the minimum number of instructional days required annually by the Education Law.

b. Prior to opening of each school year, the DOE and UFT agree to jointly determine those vacation days during designated recess periods which shall be used in the event that there is a need to make up days in order to meet the statutory minimum and the order in which such days would be used.

c. In no event shall the number of make-up days exceed the number needed to meet the minimum required by the Education Law.

**ARTICLE SEVEN
PROGRAMS, ASSIGNMENTS AND
TEACHING CONDITIONS
IN SCHOOLS AND PROGRAMS**

A. High Schools

1. Program Preference

No later than 60 days before the end of the term, program preference sheets should be distributed to all teachers. Where advisable and feasible, preferences with respect to subparagraphs a through g below will be honored to the extent consistent with the provisions of this Agreement relating to rotation and programming.

No later than 10 school days prior to the end of the term, teachers should be notified of the following matters concerning their programs for the following term:

- a. Subjects to be taught;
- b. Grades of the subjects to be taught;
- c. Any special or unusual classes that teachers will be required to teach;
- d. The grade level and special nature, if any, of the official class;
- e. The session to which a teacher will be assigned if the school operates on more than one session;
- f. The particular special education program designation (e.g. staffing ratio, collaborative team teaching, Special Education Teacher Support Services (SETSS), etc.);
- g. The age range of special education classes;
- h. The professional activity assigned pursuant to Article 7A6 (Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

No later than the end of the next to the last school day of the term, teachers should receive their building programs for the following term, including the periods and rooms where their teaching assignments occur.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

2. Program Guidelines

Wherever administratively possible, teacher programs should follow these guidelines:

- a. There should be no more than three consecutive teaching assignments and no more than four consecutive working assignments (including professional activities)
- b. The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.
- c. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Honor classes and modified classes should be considered as separate preparations. Within a department, teachers with a full teaching program should be given preference in the assignment of the number of preparations.
- d. All shops should be programmed by single grade level, or in the case of special education classes by functional level.
- e. All classes in physical education should be homogeneous as to grade level, or in the case of special education classes by functional level.

3. Rotation

a. In the matters of teaching, special, honor, and modified classes the policy of rotation of qualified persons should be followed insofar as possible.

It is understood, however, that requests by teachers of industrial arts/technology education, home economics/home and career skills, and trade subjects to retain their shop subjects and rooms should be honored when not inconsistent with the needs of the school. The following procedures will apply to shop openings:

(1) Teachers of industrial arts/technology education, home economics/home and career skills and trade subjects should be given an opportunity to apply for a particular shop which becomes vacant.

(2) The teacher with the highest seniority in the school from among those who apply shall be given preference if not inconsistent with the needs of the school.

b. In the matters of sessions, annex assignments, and proctoring assignments the policy of rotation should be followed except for unusual circumstances. It is understood, however, that, upon his/her request, a teacher may retain a particular session if no other qualified teacher desires such session and the needs of the school will be served thereby.

c. Each spring the principal and UFT chapter committee shall meet to review the compensatory time positions in the school with the goal of agreeing upon the number of, responsibilities, qualifications, basis for selection and term for compensatory time positions in their school. If no agreement is reached at the school level, the UFT district representative and superintendent shall assist the principal and chapter committee in their goal of reaching such an agreement.

When an agreement is reached and ratified by the chapter, the principal shall establish and fill the positions in accordance with the agreement. Only the chapter, not individuals, shall have the right to grieve an alleged violation or misapplication of the ratified agreement.

If no agreement is reached and ratified, the selection process shall be governed by the following:

(1) A list of vacancies for all such non-teaching assignments shall be made available to all teachers in the school in sufficient time to permit written applications for such assignments.

(2) Except for compensatory time positions filled as set forth in paragraph (3) or (4) below, seniority in the school shall be the basis for selection among applicants.

(3) Those compensatory time positions which require job-related qualifications shall be filled on the basis of seniority in the school from among applicants who meet the posted job-related qualifications.

(4) The position of programmer shall be filled from among applicants who meet the job-related qualifications for that position, promulgated by the Board after consultation with the Union.

(5) The term of years for the duration of each non-teaching assignment shall not exceed six years.

(6) A teacher who has not had a non-teaching assignment for which there is a list of applicants shall have priority over any other teacher who had such assignment, except that the programmer position in the school is exempt from all contractual rotation requirements. In the case of applicants for positions covered by paragraphs (3) and (4) the job-related qualifications must be met by the applicant.

(7) The term of a non-teaching assignment which is made to fill a vacancy occurring before the end of the school year will be considered as beginning as of the first day of the next school year.

(8) A teacher may relinquish any non-teaching assignment after a minimum period of one year.

(9) A seniority list of the faculty shall be made available for inspection by teachers who wish to make application for a non-teaching assignment.

(10) An applicant for an assignment who does not receive the desired assignment, shall, upon request, be given the reasons for not having been selected.

4. Teaching Periods

a. Teachers shall have a maximum teaching load of 25 periods per week except where they are programmed for an average of 25 periods.

b. Shop teachers in vocational, comprehensive and academic high schools shall not be programmed for more than five periods a day.

c. Teachers in vocational high schools shall be programmed for an eight-period day, one of which shall be a lunch period.

5. Relief from Non-Teaching Chores

a. Teachers will be relieved of study hall service, and work on a school-wide basis related to the handling, distribution, storing and inventory of books, supplies and equipment, and duplicating of teaching materials.

b. Teachers will be relieved of the duty of scoring Citywide standardized achievement tests and of preparing absentee post cards and truant slips.

c. Teachers in the high schools will be relieved of the duty of preparing transcripts for college applicants.

d. Teachers who are relieved of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

e. Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted in Article 7A6 below. However, this shall not prevent their assignment for that purpose in cases of emergency.

f. Teachers in vocational, comprehensive and academic high schools shall not be required to do any other than minor maintenance and repair work on equipment.

6. Professional Activity Options

a. Teachers at all levels must select a professional or administrative activity in accordance with this section and the provisions of Article 7U (Professional Activity Assignment Procedures). Except as described in paragraph (d) below, this provision shall not create an additional teaching period, as that term is defined in the Collective Bargaining Agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- (1) Small group instruction (not to exceed 10 students)
- (2) One to one tutoring
- (3) Advise student activities such as clubs, teams or publications
- (4) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- (5) Professional development/prepare staff development workshops and demonstration lessons

- (6) Common planning time
- (7) Conflict resolution for students
- (8) Cafeteria duty
- (9) Schoolyard duty
- (10) Hallway duty
- (11) AM bus duty
- (12) PM bus duty
- (13) Homeroom
- (14) Provide inter-disciplinary articulation
- (15) Develop multi-cultural curriculum
- (16) Develop programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

b. If the UFT chapter and the principal deem it necessary, then an organizational period will be permitted but limited to a few days at the beginning and end of the school term/year, as well as rare occasional meetings during the school term/year, in lieu of homeroom.

c. Such compensatory time positions as dean, programmer and grade advisor may be recreated. All contractual provisions dealing with compensatory time shall remain in place.

d. Provided that these periods are used to supplement, not supplant the current school program, and subject to the specific provisions regarding it, secondary teachers may use this time for a sixth teaching period compensated in accordance with Article 70 of the Agreement (Shortage License Areas). The chapter's concurrence to ensure that this is truly supplemental is necessary.

e. To strengthen school tone and to ensure student safety and discipline, the Union and Board agree that the following compensatory time positions may be established:

(1) In each school the principal shall have the discretion to establish and fill one compensatory time position of lunchroom coordinator to supervise school aides in each lunchroom for each lunch period;

(2) At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 1,000 students, one dean; over 1,000 students, two deans; and

(3) In high schools, principals shall have the discretion to establish and fill one compensatory time position of programmer.

The above compensatory time positions shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions.

Resources available to the school shall be maintained at the same level which would be required if the proposal were not in effect.

7. Alternative High School Programs

a. Site Retention Rights

Teachers serving in alternative high school programs shall have retention rights at their sites subject to the following:

(1) If staffing needs within an alternative high school program ("Program") requires contracting the staff at one site and expanding staff at another site, the Board will first seek volunteers who wish to transfer from the contracting site to the expanding site. The senior qualified volunteer, based on excessing seniority, shall be selected. If no qualified volunteer exists, the Board will transfer the junior teacher, based on excessing seniority, who qualifies for the position. The teacher so transferred is entitled to return to his/her former site at the next reorganization in accordance with his/her excessing seniority.

(2) If demonstrated needs require the Board to transfer a teacher to another site, the Board will inform the teacher of the reason for the transfer. The teacher may grieve to determine whether the transfer was based on justifiable reasons.

(3) The Board will place the teacher reassigned pursuant to (1) or (2) above in an appropriate vacancy within the same Program in the same borough. If it is necessary to reassign the teacher outside the same Program in the same borough, the preferences of the teacher shall be taken into consideration.

(4) This provision does not apply to the Outreach Program.

b. Site Vacancies

For alternative high school programs, except the Outreach Program no later than sixty (60) days before the end of the term, a list of potential vacancies for the following term will be posted at the administrative office of each program, including vacancies anticipated through sabbatical leave, retirements and the opening of new sites. Regularly appointed teachers may file preference requests for reassignments to such sites with the principal and will be considered for such reassignments.

c. District 79 Reorganization

The Memorandum of Agreement controlling the rights of employees regarding the 2007 reorganization of District 79 is contained in Appendix I.

8. Teachers of Library

- a. Teachers of library shall not be given any administrative assignments.
- b. Per diem substitutes employed for library teaching shall be assigned to the library.
- c. Teachers of library will not be required to serve in more than one school.

9. School Program

The school program will be posted in September in an area accessible to the entire faculty.

B. Intermediate and Junior High Schools

1. Program Preference

By May 1, teachers should be given an opportunity to fill out program preference sheets. Preferences referred to in sub-paragraph a through g below will be honored to the extent consistent with the provisions of this Agreement relating to rotation, seniority and programming.

No later than 10 school days prior to the end of the school year, teachers should be notified of the following:

- a. Subjects to be taught;
- b. Grades of the subjects to be taught;
- c. Any special or unusual classes to be taught;
- d. The grade level and special nature, if any, of the official class;
- e. The session to which a teacher will be assigned if the school operates on more than one session;
- f. The particular special education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.);
- g. The age group of special education classes;
- h. The professional activity assigned pursuant to Article 7B8 (Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

Teacher programs for the following year should be given out no later than five school days before the end of the school year.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

2. Program Guidelines

Wherever administratively possible, teacher programs should follow these guidelines:

- a. Teachers should have at least one unassigned period each day.
- b. There should be no more than three consecutive teaching assignments, except for teachers of subjects normally programmed for double periods.
- c. There should be no more than four consecutive working assignments (including professional activities).
- d. The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.
- e. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Classes for gifted, bright, average and difficult pupils should be considered as separate preparations. Within a department, teachers with a full teaching program should be given preference in the assignment of the number of preparations.
- f. Only one class per period should be programmed for the library.

3. Rotation

a. In the matters of types of gifted, bright, average and difficult subject classes, the policy of rotation of qualified persons should be followed insofar as possible. It is understood, however, that requests by teachers of industrial arts/technology education and home economics/home and career skills to retain their shop subjects and rooms should be honored when not inconsistent with the needs of the school. The following procedures will apply to shop openings: (1) Teachers of industrial arts/technology education and home economics/home and career skills shall be given an opportunity to apply for a particular shop which becomes vacant. (2) The teacher with the highest seniority in the school from among those who apply shall be given preference if not inconsistent with the needs of the school.

b. In the matter of sessions the policy of rotation should be followed except for unusual circumstances.

c. Each spring the principal and UFT chapter committee shall meet to review the compensatory time positions in the school with the goal of agreeing upon the number of, responsibilities, qualifications, basis for selection and term for compensatory time positions in their school. If no agreement is reached at the school level, the UFT district representative and superintendent shall assist the principal and chapter committee in their goal of reaching such an agreement.

When agreement is reached and ratified by the chapter, the principal shall establish and fill the positions in accordance with the agreement. Only the chapter, not individuals, shall have the right to grieve an alleged violation or misapplication of the ratified agreement.

If no agreement is reached and ratified, the selection process shall be governed by the following:

(1) A list of vacancies for all such non-teaching assignments shall be made available to all teachers in the school in sufficient time to permit written application for such assignments.

(2) Except for compensatory time positions filled as set forth in paragraph (3) or (4) below, seniority in the school shall be the basis for selection among applicants.

(3) Those compensatory time positions which require job-related qualifications shall be filled on the basis of seniority in the school from among applicants who meet the posted job-related qualifications.

(4) The position of programmer shall be filled from among applicants who meet the job-related qualifications for that position, promulgated by the Board after consultation with the Union.

(5) The term of years for the duration of each non-teaching assignment shall not exceed six years.

(6) A teacher who has not had a non-teaching assignment for which there is a list of applicants shall have priority over any other teacher who had such assignment, except that the programmer position in the school is exempt from all contractual rotation requirements. In the case of applicants for positions covered by paragraphs (3) and (4) the job-related qualifications must be met by the applicant.

(7) The term of a non-teaching assignment which is made to fill a vacancy occurring before the end of the school year will be considered as beginning as of the first day of the next school year.

(8) A teacher may relinquish any non-teaching assignment after a minimum period of one year.

(9) A seniority list of the faculty shall be made available for inspection by teachers who wish to make application for a non-teaching assignment.

(10) An applicant for an assignment who does not receive the desired assignment shall, upon request, be given the reasons for not having been selected.

4. Teacher Programs

a. A basic maximum of 25 teaching periods, five preparation periods, and five professional activity periods for teachers shall be established before any other type of program for administrative purposes in which teachers teach less than 25 periods is arranged.

b. In Title I intermediate and junior high schools, the program of 22 teaching periods, eight preparation periods and five professional activity periods will continue as

follows: The number of these programs will be fixed in each particular school at a percentage equal to the number of currently contractually eligible teachers or the number of homerooms that existed during the 1996-97 school year, whichever is less compared to the total number of teacher programs. Until such time that there are no longer teachers serving in the school who are eligible for this program and the program ends, a rotation policy shall be in effect for those who are contractually eligible.

In non-Title I schools the same proportion of teaching and preparation time to total scheduled teaching time as presently exists in that school will continue, with a rotation policy established.

In accordance with the LOBA determination and award in Case No. IA-1-85, all Title I junior high school teachers in the following categories shall have no more than five preparation periods a week:

(1) Full-time per annum teachers hired on or after July 1, 1985.

(2) Teachers assigned to a school which after the 1985-86 school year loses its Title I designation, notwithstanding possible re-designation at a later date.

(3) Teachers assigned to a school which was not designated Title I for the 1985-86 school year and is subsequently designated as a Title I school.

(4) Teachers who on or after September 1, 1985 transfer from one school to another, except for those teachers transferring from one Title I school to another Title I school.

c. Teachers in Title I intermediate and junior high schools shall have a maximum teaching load of 25 periods per week. Teachers in non-Title I intermediate and junior high schools shall have a maximum teaching load of 26 periods per week.

d. Teachers assigned to music and health education classes as additional teachers will be programmed for a regular teaching period.

e. "Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.

f. "Homeroom classes" are those in which children assemble for administrative purposes. The time involved is usually a short period and is known as the "homeroom period".

g. "Preparation periods" are those periods during which the teacher is not assigned to a regularly programmed responsibility. Teachers are expected to utilize their professional preparation time in such manner as to enable them to further their professional work for the purpose of their greater classroom effectiveness.

5. Programs of Teachers of Home Economics/Home and Career Skills and Industrial Arts/Technology Education

a. Home economics/home and career skills and industrial arts/technology education teachers in Title I schools shall teach an average of 23 teaching periods, seven preparation and five professional activity periods. Such teachers will continue to have their classes programmed for double periods whenever practicable.

In accordance with the LOBA determination and award in Case No. IA-1-85, such teachers in the following categories shall teach an average of 25 teaching periods, five preparation and five professional activity periods a week:

(1) Full-time per annum teachers hired on or after July 1, 1985.

(2) Teachers assigned to a school which after the 1985-86 school year loses its Title I designation, notwithstanding possible re-designation at a later date.

(3) Teachers assigned to a school which was not designated Title I for the 1985-86 school year and is subsequently designated as a Title I school.

(4) Teachers who on or after September 1, 1985 transfer from one school to another, except for those teachers transferring from one Title I school to another Title I school.

b. Home economics/home and career skills and industrial arts/technology education teachers in regular junior high schools shall have 26 teaching periods, four professional activity periods, and five preparation periods per week during the school year. Such teachers will continue to have their classes programmed for double periods wherever practicable.

c. Wherever practicable, the following policies should be adopted in the intermediate and junior high schools:

(1) Industrial arts/technology education teachers should teach only in their licensed area.

(2) Industrial arts/technology education teachers should not be assigned to professional activity periods when other shops are in operation.

(3) All shops should be in operation at the same time.

(4) Maximum opportunity for exploration should be accorded all shop pupils.

(5) All shops should be programmed by grade levels and homogeneously.

6. Duty-Free Lunch Period

Teachers will be given a full duty-free period for lunch.

7. Relief from Non-Teaching Chores

a. Teachers will be relieved of study hall service, and work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, and duplicating of teaching materials.

b. Teachers will be relieved of the duty of scoring Citywide standardized achievement tests and of preparing absentee post cards and truant slips.

c. Teachers who are relieved of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

d. Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted in Article 7B8. However, this shall not prevent their assignment for that purpose in cases of emergency.

8. Professional Activity Options

a. Teachers at all levels must select a professional or administrative activity in accordance with this section and the provisions of Article 7U (Professional Activity Assignment Procedures). Except as described in paragraph d below, this provision shall not create an additional teaching period, as that term is defined in the Collective Bargaining Agreement.

The menu of activities to be offered to each teacher shall be from among the following:

(1) Small group instruction (not to exceed 10 students)

(2) One to one tutoring

(3) Advise student activities such as clubs, teams or publications

(4) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)

(5) Professional development/prepare staff development workshops and demonstration lessons

- (6) Common planning time
- (7) Conflict resolution for students
- (8) Cafeteria duty
- (9) Schoolyard duty
- (10) Hallway duty
- (11) AM bus duty
- (12) PM bus duty
- (13) Homeroom
- (14) Provide inter-disciplinary articulation
- (15) Develop multi-cultural curriculum
- (16) Develop programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

b. If the UFT chapter and the principal deem it necessary, then an organizational period will be permitted but limited to a few days at the beginning and end of the school term/year, as well as rare occasional meetings during the school term/year, in lieu of homeroom, or in junior high and intermediate schools, such homerooms, if deemed necessary, may be regularly programmed.

c. Such compensatory time positions as dean, programmer and grade advisor may be recreated. All contractual provisions dealing with compensatory time shall remain in place.

d. Provided that these periods are used to supplement, not supplant the current school program, and subject to the specific provisions regarding it, secondary teachers may use this time for a sixth teaching period compensated in accordance with Article 7O of the Agreement (Shortage License Areas). The chapter's concurrence to ensure that this is truly supplemental is necessary.

e. To strengthen school tone and to ensure student safety and discipline, the Union and Board agree that the following compensatory time positions may be established:

(1) In each school the principal shall have the discretion to establish and fill one compensatory time position of lunchroom coordinator to supervise school aides in each lunchroom for each lunch period.

(2) At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 1,000 students, one dean; over 1,000 students, two deans.

The above compensatory time positions shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions. Resources available to the school shall be maintained at the same level which would be required if the position(s) were not in effect.